



6919 W. LINCOLN HIGHWAY • CROWN POINT, IN 46373

Thank you for your interest in the Lake Hills subdivision. This is a great opportunity in what is going to be an outstanding neighborhood. We currently have four lots available in Lake Hills, and the following is some useful information regarding the neighborhood:

## SUMMARY OF THE COVENANTS

- No quad-level, tri-level and/or bi-level structures
- Ranch: 2,100 SF minimum
- Story and a Half: 2,600 SF minimum
- Two Story: 2,600 SF minimum
- First floor, daylight and walkout elevations shall be brick, stone, masonry or stucco.
- Minimum roof pitch is 6/12

## SCHOOL DISTRICT

Lake Hills is in the Lake Central School District, which includes the following schools:

Kolling Elementary  
Peifer Elementary  
Homan Elementary  
Bibbich Elementary  
Waston Elementary  
Protsman Elementary  
Kahler Middle School  
Grimmer Middle School  
Lake Central High School

The following is information regarding Cook Builders:

- Cook Builders has been in business since 1974, and as a result we have over 30 years of experience. We build a wide variety of custom homes throughout Northwest Indiana in the \$200,000-\$1,400,000 range.
- We dedicate ourselves to provide responsive customer service, so that you can reach your builder with any questions and have them answered as quickly as possible.
- We also provide an amazing construction financing package that has saved our homeowners an average of \$1900 per home each versus typical bank-supplied construction financing. The only financing you need to address is the end mortgage - we will handle the rest for you.

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS, EQUITABLE  
SERVITUDES, GRANTS AND EASEMENTS**

**OF**

**LAKE HILLS SUBDIVISION**



**Owner/Developer's Address:**

V3 Lake Hills, LLC  
7325 Janes Avenue, Suite 100 Woodridge, IL 60517  
(630) 724-1200 Fax (630) 724-1211

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS,  
EQUITABLE SERVITUDES, GRANTS AND EASEMENTS OF**

**LAKE HILLS SUBDIVISION**

The undersigned, V3 LAKE HILLS, LLC, an Illinois Corporation, 7325 Janes Avenue, Suite 100 Woodridge, IL 60517 (hereinafter referred to as "Owner/Developer"), is the Owner and Developer of the following described property:

**LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"**

Owner/Developer hereby incorporates this instrument into the Plat of Subdivision of Lake Hills Subdivision, and makes the same a part hereof:

**WITNESSETH:**

A. The following covenants, restrictions, reservations, equitable servitudes, grants, easements and set back lines shall be considered as running with the land and shall be binding upon respective Owners of said Lots, their heirs, executors, administrators, successors, mortgagers, grantees, leasees, and assigns:

**(1) GARAGE REQUIREMENTS**

As appurtenant to the residential building permitted by Paragraph (1) hereof and to be used exclusively in connection with such residential building, a private garage of sufficient size to house not less than two (2) standard size American made automobiles shall be constructed or erected, which garage must be attached to such residential building as an integral part thereof. Such garage shall not be used at any time as a residence, whether temporary or permanent. Such garage shall in architectural design and in proportionate construction cost conform to said residential building. All garages are recommended to be side loaded, and garages larger in size than a three (3) car garage are required to be side loaded. Lots 1-15, 29-36 and 159-190 are required to have a three (3) car garage minimum.

**(2) PERMITTED CONSTRUCTION MATERIALS**

**Single Family Homes**

It is envisioned that Lake Hills will be reminiscent of the classic American neighborhood with tree lined sidewalks, parks, open space and neighbors who share that vision and community spirit.

Architectural styles should vary including Colonial, Southern Traditional, Cape Cod, and Craftsman just to name a few. Focus on the design should be on the home's elements, a front porch, a bay window or front door, emphasis should be given to the pedestrian entrance and garage doors should be set back from the front façade when possible. This emphasis will create an interesting visual impression particularly from public rights of way and adjacent properties. The use of different textures, varying roof lines, breaks in elevations and architectural detailing around windows, doors, roof lines etc. is required. No quad, tri or bi-level plans will be allowed.

The following is a list of items that will be looked for on the home plans for **Single Family lots 1-15, 29-36 and 159-190:**

- Architectural detail and features to Gable Ends
- Banding and or corbelling of brick work
- All chimneys must be masonry or approved equal, all caps shall be masonry
- Minimum roof pitch 7:12
- Use of front porches, entry porticos, etc.
- A variety of setbacks and bays
- Garages should be de-emphasized, setback and or turned. Side entry garages are preferred, where possible.

Materials:

1. Masonry and Brick exteriors are encouraged as the prominent building material. At a minimum, the first floor of all elevations shall be constructed of brick stone, masonry or stucco. If the home is a walkout basement, the lower level shall be of brick, stone masonry or stucco. If an architectural design of significant detail and character is presented for approval, the ARC in its sole discretion may grant an exception if it is in the best visual interest of the community.

2. Other approved siding material for use in exterior construction shall be:

- Cedar Siding
- Cedar Shingles
- Fibre Cement Board Siding
- Stucco and/or synthetic stucco (dryvit)

3. Roofing Materials

- Fiberglass composite dimensional architectural shingles
- Wood Shake
- Slate
- Clay or Cement Tile
- Other material may be presented for consideration

4. Exterior Colors

Colors shall be submitted for approval. They should be chosen for compatibility with the surroundings and for appropriateness to the individual home. Natural colors such as grays, beige, light yellows and reds that blend and compliment the natural landscape.

5. Garages and Driveways

All homes shall have a minimum three-car garage. Driveways shall be constructed a solid wearing surface. Acceptable materials are asphalt with concrete curb, concrete and paver bricks.

6. Retaining Walls

All retaining walls shall be built from pre-engineered concrete block, stone or brick.

The following is a list of items that will be looked for on the home plans for all **Single Family lots except 1-15, 29-36 and 159-190:**

- Architectural detail and features to Gable Ends
- Banding and or corbelling of brick work
- All chimneys must be masonry or approved equal.
- Minimum roof pitch 6:12
- Use of front porches, entry porticos, etc.
- A variety of setbacks and bays
- Garages should be de-emphasized, setback and or turned. Side entry garages are preferred.

Materials:

1. Masonry and Brick exteriors are encouraged as the prominent building material. At a minimum, the first floor of all elevations shall be constructed of brick stone, masonry or stucco. If the home is a walkout basement, the lower level shall be of brick, stone masonry or stucco. If an architectural design of significant detail and character is presented for approval, the ARC in its sole discretion may grant an exception if it is in the best visual interest of the community.
2. Other approved siding material for use in exterior construction shall be:
  - Cedar Siding
  - Cedar Shingles
  - Fibre Cement Board Siding
  - Stucco and/or synthetic stucco (dryvit)
  - Vinyl
3. Roofing Materials
  - Fiberglass composite shingle (architectural preferred)
  - Wood Shake
  - Slate
  - Clay or Cement Tile
  - Other material may be presented for consideration
4. Exterior Colors

Colors shall be submitted for approval. They should be chosen for compatibility with the surroundings and for appropriateness to the individual home. Natural colors such as grays, beige, light yellows and reds that blend and compliment the natural landscape.
5. Garages and Driveways

All homes shall have a minimum two-car garage. Driveways shall be constructed a solid wearing surface. Acceptable materials are asphalt with concrete curb, concrete and paver bricks.
6. Retaining Walls

All retaining walls shall be built from pre-engineered concrete block, stone or brick.

## Townhomes and Duplex Units

The architectural design of multi-unit homes shall be consistent in style and design. A basic uniformity should be achieved while also creating a visually appealing streetscape. The use of different materials and textures as well as colors for the same pallet should be used.

The following is a list of items that will be looked for on the home plans:

- Architectural detail and features to Gable Ends
- Window details such as banding, moldings and shutters
- Minimum roof pitch 6:12
- A variety of setbacks and bays

### Materials:

1. Masonry and Brick exteriors are encouraged. At a minimum, the first floor of the front and side elevations shall be constructed of brick stone, masonry or stucco. If an architectural design of significant detail and character is presented for approval, the ARC in its sole discretion may grant an exception if it is in the best visual interest of the community.
2. Other approved siding material for use in exterior construction shall be:
  - Cedar Siding
  - Cedar Shingles
  - Fibre Cement Board Siding
  - Stucco and/or synthetic stucco (dryvit)
  - Vinyl
3. Roofing Materials
  - Fiberglass composite shingle (architectural preferred)
  - Wood Shake
  - Slate
  - Clay or Cement Tile
  - Other material may be presented for consideration
4. Exterior Colors

Colors shall be submitted for approval. They should be chosen for compatibility with the surroundings and for appropriateness to the individual home. Natural colors such as grays, beige, light yellows and reds that blend and compliment the natural landscape.
5. Garages and Driveways

All homes shall have a minimum two-car garage. Driveways shall be constructed a solid wearing surface. Acceptable materials are asphalt with concrete curb, concrete and paver bricks.
6. Retaining Walls

All retaining walls shall be built from pre-engineered concrete block, stone or brick.

### (3) ANTI-MONOTONY

The purpose of an anti-monotony code is to preserve the visually pleasing character planned for Lake Hills. In so doing, it promotes individuality of homes and enhances property values.

Therefore, the following standards shall be adhered to:

- No plan shall be approved for any dwelling unit that is the same as any home on the same street which is within 2 lots distance of it on either side of the street. A dwelling unit on a corner lot may be considered dissimilar to another if the two dwellings face different streets. If a builder intends to provide a series of home plans, a minimum of 3 different front elevations per plan shall be provided for approval.
- Townhomes and duplexes should be designed to be somewhat uniform in design however, special attention should be given to architectural character and detail so as to provide an interesting and creative streetscape.

### (4) MINIMUM BUILDING AREA AND SETBACKS

In addition to all other requirements in this Declaration, the following shall be the minimum sizes for the homes in the Subdivision.

- (a) A one story residence shall contain at least twenty one hundred (2,100) square feet, **except for lots 1-15, 29-36 and 159-190 in which the minimum shall be twenty five hundred (2,500) square feet.**
- (b) A one and one-half story residence shall contain at least twenty six hundred (2,600) square feet, not less than seventeen hundred (1,700) square feet of which shall be on the first floor (for all purposes of this Declaration, a one and one-half story residence shall be defined as a residence with a second floor above the first floor, which second floor is smaller in living area than the first floor but not to include those buildings commonly described as multi-level, split-level, bi-level or tri-level).
- (c) A two story residence shall contain at least twenty six hundred (2,600) square feet, **except for lots 1-15, 29-36 and 159-190 in which the minimum shall be thirty five hundred (3,500) square feet.**
- (d) Residences which are commonly referred to as multi-level, bi-level, tri-level or split-level shall be discouraged in said Subdivision.
- (e) A Duplex residence shall contain at least 1,600 sq. ft. per unit.
- (f) A Townhome residence shall contain at least 1,600 sq. ft. per unit.

(g) Setback Requirements

<u>Housing Type</u>	<u>Setbacks</u>
<u>Duplex Villas</u>	Front – 25’ Side – 8’ Side Corner – 20’ Rear – 25’
<u>Townhomes</u>	Front – 25’ Side – 20’ Side Corner – 20’ Rear – 20’
<u>Single Family</u>	Front – 25’ Side – 8’ Side Corner – 20’ Rear – 25’

**(5) NO TEMPORARY BUILDINGS, OUT BUILDINGS, CAMPERS, TRAILERS, ETC.**

No temporary house, campers, habitable motor vehicles, boats, pet enclosures, batting cages, sheds, trailers, tents, stands, recreational appurtenances, shacks, basements or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used on any Lot at any time as a residence. No vehicles shall be repaired except inside a garage.

**(6) SIGNS**

No Owner of a Lot may indicate that the Lot and/or residence thereon is for sale or for rent by posting a sign on the property. No other signs, banners or other manner of advertisement shall be permitted in the Subdivision without the express written consent of the Developer, or his successor or assigns. This provision shall not apply to any sign the Developer may erect identifying or advertising the Subdivision. This provision shall not prohibit a home builder from advertising a model home or sales office in this Subdivision.

**(7) LOT OWNER'S RESPONSIBILITY FOR SIDEWALKS AND DAMAGE TO SIDEWALKS & CURBS**

In the event the Town of St. John shall within two (2) years after the issuance of an occupancy permit for home on a Lot Owner's property require the replacement or repair of curbing or sidewalks in front of the Lot Owner's Lot, the Lot Owner shall at his own expense repair or replace such sidewalk or curb in accordance with the requirements of the Town of St. John. It shall be the responsibility of the Lot Owner to prevent such damage from occurring by adequately protecting the curb and sidewalk during the construction of his home. In the event of the failure of the Lot Owner to make such repairs, Developer shall have the right to make such repairs and to file a lien for any costs of repairs he incurs. In the event it becomes necessary for Developer to sue

to collect the amount of said repairs, Owner shall be responsible for the payment of Developer's court costs and legal fees.

Each Lot Owner shall, at his expense, install a sidewalk in accordance with engineering plans approved by the Town of St. John specifications across the full frontage of Lot Owner's Lot prior to the Town of St. John issuing an occupancy permit for any residence built upon said Lot. In the event Lot Owner fails to install said sidewalk, Developer may install said sidewalk and lien Lot Owner's Lot for the cost of materials and labor expended by Developer, including legal fees necessary to enforce said lien.

Each lot owner is responsible for the maintenance of any erosion control measures initially installed by Developer, and shall repair or replace such erosion control measures when requested by the Developer or the Town of St. John. Prior to the start of construction of any Lot, the Lot owner shall install and maintain such erosion control measures as are required by the Developer or the Town of St. John to prevent siltation of storm drainage systems, roadways, ponds and off-site properties.

**(8) NO TRUCKS, CAMPERS, ETC. TO BE KEPT ON ANY LOT  
OR ON ANY STREET**

No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any dedicated or undedicated street or right-of-way in the Subdivision, and the dedication of any such right-of-way or street in the plat attached hereto shall be subject to this provision. No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any of the Lots in the Subdivision unless housed or garaged completely in a structure which complies with this Declaration.

**(9) JUNK, MACHINERY, STORAGE TANKS AND MATERIALS**

No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any Lot so they are visible from the streets or any neighboring Lot, except as necessary during the period of construction of a building thereon. No Lot in the Subdivision shall be used for storage of unsightly materials. Storage tanks, either elevated or at grade, are prohibited.

**(10) FENCES**

No fence shall be constructed on any Lot in the Subdivision except as herein provided.

- (a) Fences will not be allowed except where such fence is required by the Town of St. John (i.e. swimming pools, etc.). In such case the Architectural Review Committee (ARC) shall only allow the enclosure of an area of sufficient size to incorporate intended use.
- (b) No fence shall be constructed without the prior written approval of the ARC.
- (c) All fences shall be of uniform style, height, color and construction material as established by the ARC.

- (d) No fence shall be located closer to the street than the rear of the dwelling unit, and, in the case of corner Lots, no fence shall be located closer to the street than the rear of the dwelling unit and the side of the dwelling unit closest to the street.
- (e) No fence shall extend beyond the side and rear setback lines as established by Ordinances of the Town of St. John or the Plat of Lake Hills.
- (f) All fences shall be maintained by the Lot Owner in a condition that is comparable to the condition when new and shall not be permitted to deteriorate or become unsightly due to weathering or neglect.

#### **(11) DRIVEWAY REQUIREMENTS**

No residence or building erected or placed on any Lot in the Subdivision shall be occupied in any manner at any time prior to the installation and construction thereon by the Owner thereof (at the Owner's sole expense), of a concrete, brick, or asphalt paved driveway from the street to the garage, provided, however, that this requirement may be extended for a period not to exceed one hundred twenty (120) days in the event such building shall be ready for occupancy during a time when inclement weather or labor strike shall prevent the construction and installation of such driveway.

#### **(12) EXTERIOR COLOR PLAN**

The ARC shall have final approval of all exterior color plans and each Owner must submit to the ARC a color plan showing the color of the roof, exterior walls, shutters, trim, etc. The ARC shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for Lake Hills.

#### **(13) ROOFS**

Flat roofs shall not be permitted. No built-up roofs shall be permitted. The composition of all pitched roofs shall be of materials approved by the ARC.

#### **(14) CURBSIDE MAILBOXES**

In the event curbside mailboxes (boxes not attached to the residence) are required for delivery of the U.S. Mail in the Development, the Owner of each Lot upon which a residence shall be constructed shall install, erect or place on such Lot or within any other Lot or any right-of-way in the Development only such a mailbox or receptacle as the ARC shall approve. Under no circumstances shall non-decorative, rural curbside mailbox (sometimes referred to as U.S.1, 1-1/2 or 2, etc.) be installed anywhere in the Development. The street number shall be affixed to the mailbox. In those culdesacs where there are landscape islands, mailboxes for culdesac Lots shall be clustered in the island.

**(15) ARTIFICIAL VEGETATION**

No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARC.

**(16) CLOTHES DRYING AREA**

No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on the Lot.

**(17) RUBBISH, TRASH AND GARBAGE**

No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot, except in enclosed containers located in appropriate areas concealed from public view and trash receptacles shall not be placed at curbside for pickup for more than 12 hours prior to pickup.

**(18) LAWN & LANDSCAPING**

All landscaping shall be substantially installed within sixty (60) days of substantial home completion or the issuance of an occupancy permit, whichever occurs first. Parkway, front and side yards shall be sodded. Rear yard shall be sodded or seeded. "Substantially installed" includes the installation of all specified turfgrass, trees, shrubs, etc. The required sodding, seeding, and landscaping of homes completed or occupied between November 1<sup>st</sup> and April 15<sup>th</sup> may not be possible due to unseasonable weather conditions. Landscaping in such situations must be substantially completed by the following May 30<sup>th</sup>. However, in situations where landscaping is delayed due to unseasonable weather conditions, erosion control methods shall be exercised to prevent siltation of roadways, ponds, storm sewers and off-site properties until such a time as permanent vegetative erosion control (turf grass, landscaping) is established. A minimum of one (1) shade tree in a diameter of 2-1/2" to 3" shall be planted in the parkway for each forty (40) linear feet of parkway per the Street Tree Master Plan as approved by the Town of St. John. All trees shall be of a type as established by Ordinance of the Town of St. John.

A minimum of three (3) shade trees in a diameter of 2" to 3" shall be planted in the front, side or rear yards of each Lot. All trees shall be of a type identified by a list established by Developer.

Foundation landscaping shall be provided on the front and sides of each dwelling unit in accordance with Town of St. John Ordinances.

No landscaping shall commence until a complete landscape plan has been submitted to and approved by the Developer in writing.

The natural splendor of the numerous nature trees at Lake Hills are one of its many features that enhances the beauty of this site. The Developer has taken this into account in arriving at the final development plan for Lake Hills while working with Landscape Architects, planners, engineers and surveyors. It is therefore, of the upmost importance that we all strive to preserve and care for these trees whenever possible.

The following guidelines for preservation and conservations shall be followed:

- Trees that are located within the building envelope, which shall be defined as an area extending five (5') feet from the foundation sides may be removed.
- Trees that are located within proposed driveway areas may be removed.
- Utilities should be placed to minimize any tree removal preferably within close proximity of the driveway corridor.
- Within the transition zone, which shall be defined as that area of the yard that extends 30' from the building envelope, trees whose trunk size are 6" or greater in diameter that are damaged or removed in the construction process, shall be replaced with a number of trees whose combined diameter equals the total diameter of trees removed, with a maximum per tree requirement of two new trees.
- The zone between the transition zone and conservation zone shall be designated as the preservation zone within each lot. Within this zone, any activity that includes the removal of existing trees with a trunk diameter of six (6") inches or greater will not be given permission to be removed unless approved by the Developer or its successor.
- A twenty (20') foot conservation zone shall be established on all rear lot lines, site grading and clearing are restricted within these areas. Areas and specific trees to be preserved shall be ribboned or fenced off to prevent unwanted disturbance.

Homes should seek to preserve and incorporate existing trees and other natural features into their landscape plan.

Lot grading should follow and adhere to the final engineered grades. Areas of cut and fill should be minimized and blended into the existing terrain.

Special attention should be given to the use of retaining walls. No walls over four feet shall be permitted. If required, walls should be terraced.

Erosion control fence or other approved method shall be placed on each lot during construction at the downslope sides, and all areas that abut open spaces and water features.

**(19) NINETY DAYS TO COMPLETE SHELL AND SIX MONTHS TO  
COMPLETE FINISHED EXTERIOR**

The work of constructing, altering or remodeling any building on any said Lot shall be prosecuted diligently from its commencement and until the completion thereof. The complete exterior structure or shell, not including finished exterior wall materials (e.g. brick, stone or other approved material), must be completed and erected and constructed within ninety (90) days after the date construction of any residence shall have been commenced. The completion (including the roof and all exterior walls) on every building or residence commenced to be constructed in the Subdivision shall be completed within six (6) months after the date of commencement of such building. The effect of this provision shall be to require that on the exterior and from neighboring Lots each such residence shall appear completed within said six (6) months.

**(20) WEED CUTTING AND CLEAN UP**

Each Lot shall at all times be kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles, or cans shall be permitted to collect or remain exposed on any Lot, except as necessary during the period of construction and in approved containers. The Owner of each Lot shall be responsible for the cutting or removal of weeds periodically on such Lot so as to conform with the requirements, ordinances and regulations of the Town of St. John, Indiana.

**(21) ANTENNAE, SATELLITE DISHES, ABOVE-GROUND POOLS**

No antennae, towers or satellite dishes are allowed, except that a television satellite dish of maximum of 24" in diameter shall be permitted, subject to review and approval of the ARC, if screened in such a manor that it is not visible from the street. Above-ground pools are not allowed.

**(21.1) AIR CONDITIONING EQUIPMENT**

All central air conditioning equipment shall be located in the side or year yards of the house and shall be properly screened from view of the street and neighboring houses, and are prohibited from being located in the front of the house.

**(21.2) OUTDOOR FURNITURE, PLAY FACILITIES**

Outdoor furniture and outdoor play equipment, toys or facilities shall be maintained in good 'like-new' condition and shall not be stored or maintained so as to create an eyesore or nuisance to neighboring houses or residents. "Out of season" furniture, play equipment, toys or facilities shall be stored indoors.

**(21.3) EXTERIOR LIGHTING**

Exterior lighting shall be subject to the approval of the ARC in conjunction with the approvals by the ARC in Paragraph 23 below, and shall in any event be placed or constructed in such a manner that such light shall not "spill" onto adjacent lots and shall not be a nuisance to other houses or residents.

**(22) ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE DEVELOPMENT**

Section 1. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, decorative building, deck, gazebo, play structure, lighted recreational area, landscaping, landscape device or object, exterior lighting, structure or other improvement shall be commenced, erected, placed or maintained upon in any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specification and location of the same shall have been submitted to, and approved in writing by the Architectural Review Committee (ARC). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. No foundation shall be poured nor shall construction commence in any manner or respect until the layout for the structure is approved by the ARC.

Section 2. Architectural Review Committee. The Architectural Review Committee shall consist of three (3) or more members, who need not be members of the association, appointed by the Developer. The Developer shall have the right to appoint all of the members of the ARC, or such lesser number as the Developer may choose, as long as the Developer owns at least one lot in Lake Hills. In the event the Developer shall relinquish its authority to appoint the members of the ARC, after the Developer no longer owns at least one lot in Lake Hills, the members of the ARC shall be appointed by a majority of the Owners of Lots in Lake Hills at a meeting called for such purpose.

Section 3. Powers and duties of the ARC. The ARC shall have the following powers and duties:

- A. To require submission to the ARC of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, decorative building, deck, gazebo, play structure, lighted recreational area, landscaping, landscape device or object, exterior lighting, structure or other improvement, the construction or placement of which is proposed upon any Lot in Lake Hills. The ARC may review and pre-approve preliminary plans of a proposed Owner prior to the submission of plans and specifications from an architect with the final review and approval contingent upon submission of plans and specifications from a licensed architect provided for herein. The ARC may require submission of samples of building and construction materials proposed for use on any Lot and such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with this Declaration including but not limited to, a site plan showing location of the buildings, landscape plan, fences, gas or electric yard light and other structures upon the Lot. The ARC shall encourage the use of natural siding materials, such as brick, stone, wood, fibre siding, or vinyl.
- B. The ARC shall have the unrestricted right to prevent the building of and to disapprove of any construction plans submitted to it as aforesaid if, in the sole opinion of the ARC:
  - (1) Such site plans and/or construction plans are not in accordance with all of the provisions of this Declaration; or
  - (2) If the design, exterior and interior size, exterior shape, exterior construction materials or color scheme of the proposed building or other structure is not in harmony with the adjacent buildings, structures, or of the character of the Development; or
  - (3) If such site plans and/or construction plans as submitted are incomplete; or
  - (4) If the ARC deems the construction plans or any part thereof or any material used on the exterior of the building to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare, or rights of all or any part of the real property, subject hereto, or the Owners thereof, or the adjacent property Owners, all in the sole and uncontrolled discretion of the ARC; or

- (5) If the ARC shall, within its sole and unlimited opinion and discretion, deem the site plans and/or construction plans or any part thereof or the building or structure to be unacceptable or of such design or proportions, or to be constructed of such unsuitable materials or exterior color schemes as shall depreciate or adversely affect the values of other sites or buildings in the Development, or
- (6) The purpose of an anti-monotony code is to preserve the visually pleasing character planned for Lake Hills. In so doing, it promotes individuality of homes and enhances property values.

Therefore, the following standards shall be adhered to:

- No plan shall be approved for any dwelling unit that is the same as any home on the same street which is within 2 lots distance of it on either side of the street. A dwelling unit on a corner lot may be considered dissimilar to another if the two dwellings face different streets. If a builder intends to provide a series of home plans, a minimum of 3 different front elevations per plan shall be provided for approval.
- Townhomes and duplexes should be designed to be somewhat uniform in design however, special attention should be given to architectural character and detail so as to provide an interesting and creative streetscape.

The decisions of the ARC shall be final. Neither the Developer nor any agent of the Developer nor any member of the ARC shall be responsible in any way for any defects in any construction plans submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such construction plans. The ARC may require the deposit of a reasonable fee from the Lot Owner prior to review and approval of the plans or specifications. The ARC shall respond to submissions by Lot Owners within 45 days of receipt of submission, and shall in such response either approve, approve subject to modification being completed for resubmission, reject the submission or inform Lot Owner that submission is incomplete. In the event of rejection, the ARC shall indicate the reasons for such rejection.

### **(23) ACCEPTANCE BY GRANTEES**

Each grantee of a Lot in this Subdivision, by the acceptance of a deed conveying any Lot in this Subdivision, shall accept title thereto upon and subject to each and all of the covenants, conditions, restrictions, reservations, equitable servitudes, grants and easements herein contained, and by such acceptance shall for himself, his heirs, personal representatives, successors, assigns, grantees and lessees, covenant and agree to and with the grantees subsequent Owners of each said other Lots, to keep, observe, comply with and perform said covenants, conditions, restrictions, reservations, equitable servitudes, and grants.

The covenants, conditions, restrictions, reservations, equitable servitudes, grants, easements and set back lines herein contained and created in Paragraph A (all of which may hereafter be referred to as "restrictions") shall be considered as appurtenant to and running with the land and shall operate for the benefit of the Developer, its successors and assigns and all of the Lots in the Subdivision and may be enforced by the Owner or Owners of any Lot in said Subdivision, Town

of St. John or by the Developer, its successors and assigns. A violation of the restrictions herein contained shall warrant the Developer, its successor and assigns or any other Lot Owner(s) benefiting thereby to apply to any court of law or equity having jurisdiction for an injunction to prevent such violation or for damages or other proper relief, and if such relief be granted, the Owner shall pay all court costs and reasonable attorneys' fees of the Developer, Town of St. John or other Lot Owner seeking relief. No delay or omission on the part of the Developer or their successors or assigns in interest, or the Owner or Owners of any other Lots in said Subdivision, or Town of St. John in exercising any right, power or remedy, herein provided for in the event of any breach of the restrictions herein contained, shall be construed as a waiver thereof of any acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by or on account of the failure or neglect of the Developer, its successors or assigns, to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing any of the restrictions herein. In the event any lawsuit is filed by an Owner against the Developer, the person so filing the lawsuit shall be liable for all costs and attorneys' fees and other expenses of said case incurred by the Developer including the expense of expert witnesses. The restrictions herein shall continue for ten (10) years from the date of recording, at which time they shall continue for successive periods often (10) years unless by two-thirds (2/3) vote of the Owners of the Lots in said Subdivision at the beginning of each successive ten (10) years period they are amended or revoked.

At any time, and from time to time, while these restrictions are in effect, they may be amended or revoked by the recording (in the office of the Recorder of Lake County, Indiana) of an instrument declaring such amendment or revocation, which instrument shall be signed either by the Developer (or its successors and assigns) or by the then Owners of not less than two-thirds (2/3) of the Lots in said Subdivision, which declaration shall set forth such amendment or revocation and shall be effective from and after the date of its recording; provided, however, that if the Developer or its successors and assigns shall hold legal title to any Lot or Lots in the Subdivision, then an amendment or revocation signed by not less than two-thirds (2/3) of the Owners of such Lots must also be signed by Developer or such amendment or revocation shall not be valid. A certificate signed and acknowledged by the Recorder of Lake County or by an abstractor or title company doing business in Lake County that any such instrument of amendment or revocation has been signed by the then Owners of not less than two-thirds (2/3) of such Lots shall be deemed prima facie evidence that such instrument has been signed by the Owners of the required number of Lots. No certificate of any sort shall be required if such amendment or revocation shall be signed by the Developer or its successors and assigns. In the voting provided for herein and in making amendments and revocations to this Declaration, each of said originally platted Lots shall be deemed a unit and the Owner or Owners thereof shall be entitled to one (1) vote and shall count as one Owner in determining the number of votes and Owners.

#### **(24) EASEMENTS AND STREET RIGHTS OF WAY**

Easements for installation and maintenance of utilities, detention areas, drainage ways, entrance way treatments, lighting, ingress and egress easements and rights of way running to the Town of St. John and various Utility Companies and drainage facilities are shown on the recorded subdivision and as are separately recorded against the title to the property and those included on the Plat of Subdivision. Within these easements, no structure, planting, or other object or material shall be placed or permitted to remain which may damage or interfere with the purpose and use of such easement.

**(24.1) OBLIGATION TO MAINTAIN COMMON AREAS  
AND RIGHTS OF THE TOWN**

The entrance ways, detention ponds shall be maintained by Developer until such time as the Association is established and assigned the duty to maintain, and thereafter by the Association, in good condition and in substantial conformance with the initial plan approved by the Town. In the event the Developer or the Association fails to maintain the entranceways as hereinabove required, the Town shall have the right, but not the duty, to enter and perform such maintenance. The Town's maintenance rights may be exercised thirty (30) days after written notice is received by the Developer or the Association of the failure to perform the maintenance work and the Developer or the Association has not commenced such maintenance within fifteen (15) days of such notice receipt; provided however, in the event the failure to perform the maintenance work constitutes an emergency substantially threatening injury to persons or property, the Town shall be required only to give such notice as is practical under the circumstances before the exercise of its rights under this Article.

**(24.2) TOWN OF ST. JOHN COMMON AREAS LIEN RIGHTS**

In the event the Association or an owner does not comply with the terms of these covenants, or any of the obligations set forth in any paragraph herein, (including, but not limited to, those provisions affecting the common areas) upon thirty (30) days notice, the Town of St. John shall have the right, but not the obligation, to enforce these covenants. Any actual funds that the Town expends or costs that the Town incurs in enforcing or complying with the terms of these covenants, including but not limited to reasonable attorney's fees, shall be reimbursed by the non-complying party. The Town shall have the right to lien the property of the non-complying party and enforce said lien to the full extent allowed by law, including but not limited to foreclosure of the same.



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- Andersen Wood Double-Hung or Casement Windows
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- 2x6 Exterior Wall Construction
- R-19 Insulation In Exterior Walls
- R-30 & R-40 Insulation In Ceilings
- Upgraded Trim
- Upgraded 30 Year Dimensional Shingles
- Full 8' or 9' Basement
- Upgraded 50 Gallon Water Heater
- Upgraded Solid Doors
- Substantial Flooring Allowances
- 10 Year Major Structural Warranty
- Free Drywall Touchups After One Year

Please feel free to call me at 219-322-3303 if you have any questions.

Thanks again, and I hope to speak to you soon!

Brad Ericks  
Director of Operations